

DOCKET NO: HHD-CV-18-6088971-S : SUPERIOR COURT
GLORIA FARBER, as Executor of the : J.D. OF HARTFORD
Estate of HILLIARD FARBER : AT HARTFORD

v.

FOTIS DULOS and JENNIFER DULOS : DECEMBER 14, 2018

REQUEST FOR LEAVE TO FILE AMENDED COMPLAINT

Pursuant to Practice Book §10-60(a)(3), the plaintiff in the above-entitled matter hereby files this request for leave to file an amendment to its complaint dated January 25, 2018 as set forth in the attached proposed Amended Complaint.

PLAINTIFF,

By

Richard P. Weinstein, Esquire of
WEINSTEIN & WISSER, P.C.
29 South Main Street, Suite 207
West Hartford, CT 06107
Telephone No. (860) 561-2628
Email: rpw@weinsteinwisser.com

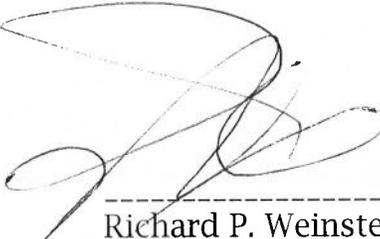
CERTIFICATION

This is to certify that on the 14th day of December, 2018, a copy of the foregoing was served upon:

Kent D. Mawhinney, Esquire
Markowitz & Mawhinney, P.C.
34 Jerome Avenue, Suite 108
Bloomfield, CT 06002
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John P. Clifford, Jr., Esquire
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Richard P. Weinstein

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AMENDED COMPLAINT

COUNT ONE - Breach of Contract

1. This is an action to collect on a promissory note made by defendants Fotis Dulos and Jennifer Dulos in favor of Hilliard Farber.

2. Plaintiff Gloria Farber is the surviving spouse of Hilliard Farber, who died on January 8, 2017. On March 13, 2017, the Surrogate's Court of the State of New York appointed plaintiff Gloria Farber and John P. Schmitt as co-executors and fiduciaries of the Estate of Hilliard Farber. Gloria Farber brings this action in her fiduciary capacity on behalf of the Estate of Hilliard Farber.

3. Pursuant to a Note dated June 28, 2012 (the "Note"), defendants promised to pay Hilliard Farber the sum of \$500,000.00, payable with interest thereon. A true and accurate copy of the Note is attached as Exhibit A.

4. The estate is the current holder and owner of the Note.

5. Pursuant to the terms of the Note, defendants promised to make certain payments.

6. The Note matured on July 1, 2017 and is now past due.

7. The Note provides that defendants shall be liable for all of Plaintiff's costs and expenses in enforcing the Note, including without limitation, reasonable attorney's fees.

8. Defendants are in default as a result of their failure to pay the Note when due. Despite demand, Borrowers have failed, neglected, or refused to pay all amounts due under the Note. The outstanding principal balance is \$179,834.90, together with accrued interest and late charges, as well as reasonable attorneys' fees, all due pursuant to the terms of the Note.

9. Defendants are in default under the Note, Plaintiff has suffered damages.

COUNT TWO

1. In connection with the acquisition of property known as Jefferson Crossing, the defendants borrowed \$2,300,000 from BNY Mellon NA by seeking and securing security from the decedent and the plaintiff.

2. At all times relevant hereto, defendant Fotis Dulos was obligated to make said payments on the property.

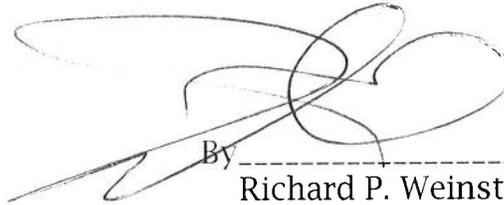
3. The decedent and the plaintiff are guarantors in regard to said debt and while the defendant Fotis Dulos had been making payments in regard to same, he has now defaulted and failed to make those payments whereby the

plaintiff claims damages as a result of the default and failure to meet said mortgage obligation as the bank is now charging plaintiff's collateral with the payments.

WHEREFORE, the plaintiff claims:

1. Money damages;
2. Attorney's fees;
3. Pre- and post-judgment interest; and
4. Such other and further relief as the Court deems just and proper.

PLAINTIFF,

A handwritten signature in black ink, appearing to be 'Richard P. Weinstein', written over a horizontal dashed line.

By

Richard P. Weinstein, Esquire
WEINSTEIN & WISSER, P.C.
29 South Main Street, Suite 207
West Hartford, CT 06107
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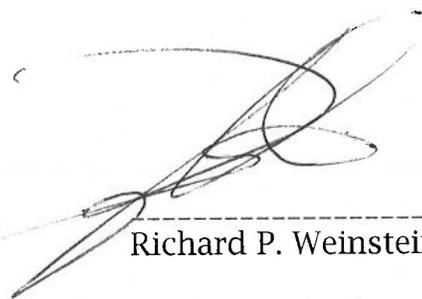
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Richard P. Weinstein

~~RETURN DATE: FEBRUARY 20, 2018-~~
~~DOCKET NO: HHD-CV-18-6088971-S~~

: SUPERIOR COURT

GLORIA FARBER, as Executor of the
Estate of HILLIARD FARBER

: J.D. OF HARTFORD

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v.

FOTIS DULOS and JENNIFER DULOS

: ~~JANUARY 25~~DECEMBER 14, 2018

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3. The decedent and the plaintiff are guarantors in regard to said debt and while the defendant Fotis Dulos had been making payments in regard to same, he has now defaulted and failed to make those payments whereby the

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WHEREFORE, the plaintiff claims:

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2. Attorney's fees;
3. Pre- and post-judgment interest; and
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v. : AT HARTFORD

FOTIS DULOS and JENNIFER DULOS : JANUARY 25, 2018

STATEMENT OF AMOUNT IN DEMAND

_____The amount in demand, exclusive of interest and costs, is greater than
Fifteen Thousand (\$15,000.00) Dollars.

_____PLAINTIFF,

By _____

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